

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HOUSING AUTHORITY OF  
THE CITY OF ASBURY PARK

AND

INTERNATIONAL ASSOCIATION OF  
INDUSTRIAL WORKERS, LOCAL 1

May 1, 2008 – April 30, 2011

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## **PREAMBLE**

**THIS AGREEMENT** entered into as of this 1<sup>st</sup> day of May, 2008 by and between the HOUSING AUTHORITY OF THE CITY OF ASBURY PARK, hereinafter referred to as the "Authority" or "Employer" and the INTERNATIONAL ASSOCIATION OF INDUSTRIAL WORKERS, Local 1, hereinafter referred to as the "Union", for and on behalf of the employees of the Authority now employed and hereinafter employed who are included within the recognition clause and hereinafter are collectively designated as "Employees"; and

**WHEREAS**, in order that a more efficient and progressive public service may be rendered, the Authority and the Union have heretofore entered into negotiations as to various matters concerning terms and conditions of employment; and

**WHEREAS**, the Authority and the Union now desire to reduce the Agreement arrived at by said negotiations into a written Agreement;

**NOW THEREFORE**,

**WITNESSETH**, the parties hereto agree as follows:

### **ARTICLE 1 - RECOGNITION**

A. The Authority recognizes the Union as the sole and exclusive representative and bargaining agent for those employees who form the certified bargaining unit as listed under Addendum "A" attached hereto and made a part hereof. For the term of this Agreement, the Authority will not negotiate nor grant rights afforded under the terms or provisions of this Agreement to any other employee organization in connection with these employees.

B. Included are all regularly employed full and part-time, non-supervisory security personnel employed by the Asbury Park Housing Authority.

C. Excluded are all managerial executives, confidential employees and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, professional employees, craft employees, police, casual employees and all other employees of the Asbury Park Housing Authority.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

The parties hereto agree that the Authority retains and reserves all the rights, powers, discretion, authority and prerogatives of management except as may be expressly limited by this Agreement. These rights and prerogatives shall include, but not be limited to, the exclusive right to determine the qualifications of employees, hire, lay off, promote, demote, assign duties to, transfer, discharge or discipline employees for cause; to determine the methods, materials, and processes to be employed; to abolish, restructure or transfer all or part of its operations; to determine production schedules; to close all or part of its operations, temporarily or permanently; to discontinue or automate processes or operations; to introduce new or improved methods, equipment or facilities; to implement, change, modify or abolish incentive and/or productivity

programs; to give bonuses and/or merit increases; to promote and maintain efficiency in its operations; to manage its business and direct its affairs and working forces; and to carry out the ordinary and customary functions of management.

The Authority shall have the right to require physical examinations of its employees prior to employment or where the Authority has reason to believe an officer is not fit for duty. The Authority will comply with all requirements under state and federal law pertaining to such pre-employment and "fit-for-duty" physical examinations. The employee agrees to release the results of any such physical examination to the Authority. Failure to submit to such examination and/or release such results shall be grounds for immediate termination.

The failure of the Authority to require strict performance of any of its rights under, or of any of the terms or conditions contained in, this Agreement shall not be deemed a waiver, modification or abandonment of any of the rights or remedies provided herein nor shall it be deemed a waiver, modification or abandonment of its rights to insist upon a strict performance of all the terms and conditions of this Agreement thereafter.

The Authority shall have the right to promulgate, revise and change employee manuals and working rules provided they are not inconsistent with the express provisions of this Agreement. Any such manuals shall be distributed to all bargaining unit employees. Any such working rules shall be conspicuously posted at the Authority's premises.

### **ARTICLE 3 - RULES OF THE EMPLOYER**

A. All rules, regulations and/or policies promulgated by the Authority for the proper, efficient operation of the public service shall be duly and conspicuously posted within five (5) working days prior to implementation. However, within five (5) working days prior to posting the Union will be notified and may request negotiation with the Authority. If the parties fail to reach an agreement within thirty (30) calendar days of notice to the Union, the Authority shall have the right to implement such rules, regulations and/or policies subject to the Union's right to file a grievance. This paragraph shall be waived in the event that a review of the rules, regulations and/or policies is made without changing or modifying the terms of this Agreement.

B. This Agreement shall not be modified in whole or in part unless by mutual agreement between the parties duly executed in writing in the same form as this Agreement.

C. As a condition of employment, every employee will be required to sign a statement regarding a drug-free workplace in accordance with the federal Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 *et seq.* Said policy is incorporated into and made part of the Agreement.

Any employee engaged in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance during working hours or on the premises of the Asbury Park Housing Authority shall be subject to immediate discharge. The Authority, may in its discretion, discipline, up to and including discharge, any employee engaged in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while off-duty or off the premises of the Asbury Park Housing Authority.

The Union fully acknowledges that the Asbury Park Housing Authority is bound to the following drug free workplace policy.

The employee must:

- (1) Abide by the terms of a drug-free workplace statement
- (2) Notify the Authority of his or her conviction for a violation of a criminal drug statute no later than five (5) days after such conviction.
- (3) The employee further understands that the Authority is required to take appropriate personnel action against such employee up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973.
- (4) The employee further understands that the Authority may have such employee participate satisfactorily in a drug abuse assistance or rehabilitation program for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

D. Consistent with the Authority's right to maintain a drug free workplace and the Authority's duty to provide for the safety and well being of all workers, the Authority shall have the right to conduct pre-employment drug and alcohol tests and to require a drug test without prior notification or notice, by an employee whose actions, demeanor or physical signs indicates the use of illegal drugs or alcohol, being under the influence of illegal drugs or alcohol, involvement in a work related injury and/or work related accident.

E. Any employee refusing to submit to a reasonable cause drug test or who tests positive pursuant to a reasonable cause test will be discharged immediately.

F. A certified drug testing company will conduct any drug tests. The Authority will provide the employee with a split sample upon request and at the cost of the employee.

G. Any employee whose actions, demeanor or physical signs indicates the use and/or being under the influence of illegal drugs or alcohol and who is requested to take a drug test and refuses to take such a test will be considered to be insubordinate and shall be subject to disciplinary action.

H. If an employee is tested and found to be under the influence of an illegal drug, and in consideration that such is in violation of the Drug-Free Workplace Act of 1988 and as the use of the controlled substance as defined by federal regulation is illegal, said employee's employment may be terminated immediately.

#### **ARTICLE 4 - PROBATIONARY PERIOD**

All new employees of the Authority shall be subject to a ninety (90) calendar day probationary period during which time they may be discharged for any reason. The Authority shall have the sole discretion and right to extend an employee's probationary period for an additional thirty (30) calendar days.

Probationary employees shall not be entitled to any benefits under this contract and may be terminated without cause during this period.

#### **ARTICLE 5 - NON-DISCRIMINATION**

A. The Authority and the Union agree that there shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, age, ancestry, national origin, marital or domestic partnership status, civil union status, military status, disability, union affiliation, or any other legally protected classification

B. The parties further agree not to interfere with the rights of employees to become or not become members of the Union.

#### **ARTICLE 6 - RIGHTS AND PRIVILEGES OF THE UNION**

A. The Union shall be permitted reasonable use of existing bulletin boards subject to the prior approval of the Executive Director which approval shall not be unreasonably denied. The Union shall maintain its current office and shall be responsible for its upkeep.

B. The Union shall have the right to designate such members of the Union as it deems necessary as Union officers and stewards, who shall not be discriminated against due to their legitimate activity.

C. Any authorized Union representatives so designated shall have the right to enter upon the premises of the Authority during working hours, having provided prior notification of such visit to the representative department head or Executive Director and receives permission, which shall not be unreasonably denied. The purposes of such visits shall be to conducting normal duties relative to the enforcement and policing of this Agreement so long as such visits do not interfere with Authority operations.

#### **ARTICLE 7 - UNION SECURITY**

A. The Authority agrees to deduct from the regular paycheck of any employee the dues of the Union provided the employee submits an authorization for dues deduction in writing and in proper form to the responsible payroll clerk. On receipt of the form, the payroll clerk will process the authorization for implementation during the next payroll period. Dues deduction shall be made no later than two (2) weeks after the completed and signed authorization form is received. Non-member employees shall be subject to Agency Shop fees as stipulated under this Agreement, and such Agency Shop fees shall begin to be deducted from the employees' paychecks following completion of the 90 or 120 calendar day probationary period.

B. Withdrawal of authorization to deduct dues may be made by an employee upon written request to the payroll clerk. Such withdrawal may be effectuated at only two (2) periods per calendar year – January 1<sup>st</sup> and July 1<sup>st</sup>. Any employee member withdrawing from membership in the Union shall immediately become subject to the Agency Shop fees as herein prescribed.

1. Dues or Agency Shop fees shall be deducted from each employee's paycheck in an amount equal to the Union dues/Agency Shop fees certified to the Authority by the Union. Monies so deducted by the Authority shall be transmitted to the IAIW, Local 1, on a regular basis. The Authority agrees to furnish the Union together with a check for the dues/Agency Shop fees, a check-off list of all employees from whose wages the deductions stipulated herein have been made such check-off list to include the employees' names, base pay, amounts so deducted, and stipulation of either regular dues or Agency Shop fee. Any error found to exist shall be promptly corrected by the Authority.
2. The Union hereby agrees it will indemnify and hold harmless from any claims, actions or proceedings brought by any employee in the bargaining unit, which arises from any deduction agreement made by the Employer in accordance with this provision. Neither the Employer nor the employee will be responsible for any backpay of the representation fee for cause upon the entry or re-entry of the employee into the Union.
3. Provisions of this clause are further conditioned upon all other requirements set by the statute.

C. Upon execution of this Agreement, and once every six (6) months thereafter, the Authority shall provide to the Chapter President an updated list of employees, which will include their names, seniority dates of hire and job titles. The Authority shall furnish to the Union on a monthly basis, a list of all new security guards and a list of all employees who have terminated employment within the preceding calendar month. These lists shall include the date of hire or date of termination, the employee's name and title, and the employee's shift.

D. Agency Shop – Each employee covered by this Agreement shall, beginning ninety (90) days from the date of hire, as a condition of employment, be required to pay a "fair share" fee equal to eighty-five percent (85%) of the normal dues, initiation fees and assessments of the IAIW, Local 1, unless such employee is a member of the Union. Fees deducted from such employee's salary shall be transmitted to the IAIW, Local 1, in the same manner as regular dues. The Union shall certify to the Authority the amount of said fees.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **A. Definitions**

The term "grievance" as used herein means: (1) a violation or breach of the express terms of this Agreement, (2) disciplinary action under Article 9 taken against any employee. A grievance may be raised on behalf of an individual employee, or group of employees (hereinafter, the "grievant") only by the Union, or by the Union after review and approval by the appropriate officials of Local 1 or by the Authority. The grievant may be represented by the union representative of his/her choice. Individual grievances may be consolidated into a group grievance by mutual agreement of the Authority and the Union.

All reference to "days" in this Article shall mean calendar days.

B. Purpose

The purpose of this grievance procedure is to secure solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance procedure within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his/her grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term.

C. Procedure

**Step 1:** A grievant or the Union must file his/her grievance in writing with the immediate supervisor within fifteen (15) days of when the employee knew, or should have known, or the occurrence of the matter complained of. A copy of the grievance shall be provided to the Shop Steward.

The written grievance must identify and be signed by the grievant(s) and the Union. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of each Authority representative whose action or failure to act form the basis of the grievance, the names of all witnesses and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance that does not reasonably comply with the foregoing requirements shall be null and void, shall not be processed by the Authority, and shall constitute an abandonment of the grievance. Subject to the Authority's right to consolidate, the matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the Authority.

The Authority shall respond to all timely and properly filed grievances within fifteen (15) calendar days of receipt of the grievance.

**Step 2:** Executive Director

Within fifteen (15) days after the response date set forth in Step 1, the grievant should present the written grievance and any written response(s) received at Step 1 to the Executive Director. Upon receipt of the Step 2 grievance, the procedures set forth in Step 1 shall be followed, except that the parties shall meet within fifteen (15) calendar days of the receipt of the Step 2 grievance and the Step 2 response shall be due within fifteen (15) calendar days after the meeting.

**Step 3:** Arbitration

(a) With respect only to those grievances relating to the express written terms of this Agreement, if the grievance remains unsettled, the Union may file for arbitration within fifteen (15) calendar days after the reply of the Executive Director is due, by written notice to the Authority. A request for arbitration shall be made no later than such fifteen (15) calendar day period and a failure to file within said time period shall constitute a bar to such arbitration unless



the Union and the Authority mutually agree in writing upon a longer time period within which to adjust such a demand.

(b) With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the American Arbitration Association or the NJ Public Employment Relations Commission. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days, which shall consist of findings of fact and conclusions of law.

(c) The cost of the arbitrator shall be split equally between the parties.

(d) Each party shall bear the costs borne for the travel time and/or wages of the party's testifying witnesses, etc.

(e) The arbitrator shall have no authority to add to, subtract from, or in any manner modify the terms of this Agreement.

(f) Time limits may only be extended by mutual agreement of the parties in writing.

(g) If a grievant sufficiently prevails, he/she shall suffer no loss of pay for the day(s) of the arbitration hearing.

## **ARTICLE 9 - DISCIPLINE**

A. Discipline of an employee shall be imposed only for just cause. Discipline under this Article means a written and/or verbal reprimand, suspension without pay, demotion or termination. Demotions or removals due to layoff or the operational judgment of the Authority shall not be construed as discipline.

B. Prior to any disciplinary action against an employee, the Authority shall serve written notice of the charge and a general description of the alleged acts and/or misconduct supporting the charge, and the possible nature of the discipline sought to be imposed. Discipline shall be brought within forty-five (45) calendar days after the alleged infraction has occurred or within forty-five(45) calendar days from the date the Authority became aware of the infraction. Discipline brought beyond this forty-five (45) calendar day period shall require the Authority to show good cause for the delay.

C. Employees may be subject to immediate termination or suspension for the following violations:

1. Use, possession, distribution of alcohol or drunkenness while on/off duty on/off Authority premises.
2. Use, possession, or sale of narcotics or Controlled Dangerous Substances ("CDS"), whether on/off duty, on/off premises or being under the influence of CDS, including reporting to work and/or being under the influence at work or on work time.
3. Use or possession of dangerous weapons, unless authorized.
4. Use of an authorized weapon in an unauthorized manner.

5. Insubordination, including, but not limited to, threatening or intimidating conduct on Authority premises or during working hours, whether against any supervisor or member of management, fellow employees, Authority tenants, or any other member of the public.
6. Threatening to engage in or engaging in any verbal or physical assault.
7. Malicious or grossly negligent destruction of Authority property.
8. Dishonesty in any form, including but not limited to falsifying employment applications, any official Authority record or document or misrepresenting credentials (e.g. law enforcement training).
9. Gross Misconduct.

This list is for the purposes of example only and is not exhaustive. It is understood that there are other offenses of equal seriousness for which an employee can be suspended/discharged without prior notice.

## **ARTICLE 10 - EMPLOYEE FACILITIES AND EXPENSES**

### **A. Facilities**

The Authority shall provide appropriate facilities at the several housing projects for the employees to utilize for the purpose of lunch breaks or first aid relief. Should the Authority find it necessary to discontinue one or all such facilities, reasonable time will be allowed for employees so affected to travel to and from another facility or an outside location for their lunch periods.

### **B. Expenses**

Whenever an individual employee is authorized and required to use his or her privately owned vehicle or as a condition of his or her employment uses such vehicle, the Authority shall reimburse the employee at the prevailing IRS mileage rate in effect at that time. All mileage shall be computed on a portal-to-portal basis. Employees who do not hold a valid and current driver's license shall not drive. Authorization for such use is predicated upon the individual maintaining basic automobile insurance and current registration. The requirement to utilize a privately owned vehicle shall not be imposed where it causes undue hardships on the employee; which undue hardship must be established by the employee.

All other necessary expenses borne by the employee in the course of work, which have been by past practice subject to reimbursement to the employees, shall remain in effect for the duration of this Agreement.

In the event that any employee shall be sued, by reason of the use of his/her privately owned vehicle (as described in paragraph "B" above) the Authority shall provide such employee with all legal expenses and indemnify such employee for any verdict rendered against him/her. This indemnification provision applies only to negligent conduct. It does not apply to intentional or reckless conduct.

In the event that any employee shall be sued, by reason of the use of his/her privately owned vehicle during the discharge of his/her duties with the Authority (and/or as described in

paragraph "B" above) the Authority shall provide such employee with all legal expenses and indemnify such employee for any verdict rendered by a court of law against him/her; where said actions was not due to any fault of the employee.

C. Hold Harmless

The employee agrees that he/she will indemnify and hold the Authority harmless for any claims, actions or proceedings brought by any plaintiff against the Authority which arises from the intentional or gross negligence of the employee's conduct or dereliction of his/her duties with the Authority, or in the course of any illegal action or crime. In such case, the Authority shall have no responsibility to provide the employee with any legal expense nor indemnify such employee for any verdict rendered by a court of law against him/her.

## **ARTICLE 11 - RATES OF PAY FOR EMPLOYEES**

Upon ratification of this Agreement, employees covered under this Agreement shall receive a signing bonus in the amount of \$1,500.00.

Effective May 1, 2008, each employee covered by this Agreement shall receive the following annual wage increases:

May 1, 2008 - 4%

May 1, 2009 - 4%

May 1, 2010 - 4%

## **ARTICLE 12 - HEALTH BENEFITS**

The Authority agrees to enroll all eligible employees covered by this Agreement in the New Jersey State Health Benefits Plan or a substantially similar benefit plan as soon as practicable.

## **ARTICLE 13 - HOLIDAYS**

A. The legal paid holidays to be observed under this Agreement are as follows:

New Year's Day  
Good Friday  
Thanksgiving Day  
Christmas Day

B. When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday, except for Easter Sunday.

C. Also to be observed are any other holidays declared by the legally constituted authorities of the Authority or State or Nation.

## **ARTICLE 14 – VACATIONS**

A. All permanent and provisional full time employees covered by this Agreement are eligible for vacation leaves with pay and shall be entitled to the use of vacation leave as provided herein.

1. New employees shall receive one working day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month. Employees who begin work on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month shall receive one-half working day for that month. Employees who begin work after the 23<sup>rd</sup> day of the month shall not receive any paid vacation leave for that month.
2. After the initial month of employment and up to the end of the first calendar year, employees shall accrue vacation days on a monthly basis, which shall not exceed five (5) paid days per year.

B. Vacation must be earned and credited before it may be taken. Vacation shall be scheduled on the basis of seniority.

C. Vacation may be taken with one-week notice. Vacation time may be used on a one (1) day basis; therefore, vacation requests shall specify the number of actual days to be used with no dates required. Vacation may be taken in whole or half day units.

D. Vacation allowances must be taken during the calendar year and may not be carried over into the next year.

E. An employee is entitled to receive, just prior to going on leave, any pay due during his vacation absence which shall be due and payable at the next regular pay period.

F. Upon separation from the Authority, employees in good standing shall be entitled to vacation allowances for the current year prorated on the number of months worked during the year in which the separation becomes effective. Employees discharged for cause shall forfeit any accrued but unused vacation.

G. If an employee dies having accrued vacation credits, then a sum of money equal to the compensation figured on his/her salary at the time of death shall be calculated and paid to his/her estate. Such vacation compensation shall be paid in an amount as if the employee had worked the full year.

H. Probationary employees are not entitled to use their vacation days until the end of the probationary period.

## **ARTICLE 15 - SICK LEAVE**

A. All regular full-time employees covered by this Agreement are eligible for five (5) paid sick days annually.

B. An employee who has been absent on sick leave for three (3) or more consecutive workdays may be required to submit acceptable medical evidence substantiating the illness whenever it appears reasonable:

1. The Authority may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause of disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

C. The Authority may require an employee who has been absent in excess of three (3) days because of personal illness, as a condition of his/her return to duty, to be examined by the Authority's physician. Such examination shall establish whether the employee is capable of performing his/her duties, and that his/her return to work will not jeopardize the health of other employees. The cost of such examination shall be borne by the Authority.

D. Probationary employees are not entitled to any sick leave until they have received permanent status after the end of their probationary period.

#### **ARTICLE 16 - JURY AND/OR WITNESS DUTY**

A. An employee shall be granted necessary time off without loss of pay when summoned to perform jury duty as prescribed and required by applicable laws. The employee so obligated shall receive a supplement which, together with the jury duty fees received, will equal full pay from the Authority for all time spent on jury duty.

B. Employees summoned or subpoenaed to appear as a witness before a Court, legislative committee or judicial body, shall be granted necessary time off without loss of pay if such appearance is during his/her scheduled work shift.

C. The employee shall notify his/her immediate supervisor immediately of his/her requirement for time off and subsequently furnish evidence that he/she performed the jury or witness duty for which time off was requested.

#### **ARTICLE 17 - INVOLUNTARY RESIGNATION FOR UNAUTHORIZED ABSENCE**

A. Employees absent from duty for three (3) consecutive workdays without notice and approval of the Authority of the reason for said absence and the anticipated time of return or who fails to report for duty within three (3) working days after the expiration of any authorized leave or who fails to call in and explain the absence to a supervisor or other member of management shall be considered to have resigned in good standing, unless provided otherwise under state or federal law or regulation.

B. Employees shall be promptly notified by certified mail, return receipt requested, of their involuntary resignation and of the precise reasons therefore.

## **ARTICLE 18 - SENIORITY**

A. Employees shall be considered to have Authority seniority as of the date of hire with the Authority. Such Authority shall accumulate until there is a break of service.

B. A break in continuous service occurs when an employee resigns, is discharged for cause, retires, is laid off, or is prevented from performing required work duties, including attendance, after using all banked sick days, personal and/or vacation.

C. Seniority shall be given preference in vacation schedules and work shifts subject to the Authority's right to assign work.

D. The Authority shall comply with appropriate state and federal regulations concerning the Americans with Disabilities Act, Family and Medical Leave Act and the NJ Family Leave Act.

## **ARTICLE 19 - TRANSFER AND/OR REASSIGNMENTS**

### **A. Definition**

Transfer and/or reassignment is the movement of an employee from one position or from one job assignment to another, or within the same job title, or into another housing project within the Authority. Such employee movements are either:

1. Permanent, if made for indeterminate periods; or
2. Temporary, if made for a period not exceeding thirty (30) days.

B. The transferring and/or reassignment of employees may be made in accordance with the fiscal responsibilities of the Authority to improve or maintain operation effectiveness or to provide employee development and job training or a balance of employee experience in a work area. The Authority shall give consideration to employees with seniority who wish to be transferred or reassigned to job openings in other projects of the Housing Authority.

## **ARTICLE 20 - EMPLOYMENT POSTINGS**

A. When a new position is created, the Authority shall advise the Union in writing of the job classification, job title, job description, place of employment, and hours of work. Such notices shall be provided the Union at least ten (10) working days prior to the institution of the new position. Within five (5) working days of such notification, the Authority and the Union shall meet to negotiate a suitable salary rate. Should the Union and the Authority fail to agree on a suitable salary rate during negotiations, then the Authority may temporarily set the rate, and the issue may be submitted to the American Arbitration Association for binding determination.

B. Notices of all job vacancies shall be posted by the Authority on employee bulletin boards throughout the various housing projects fifteen (15) calendar days in advance of the closing date for filling the vacancy. The notices will contain the job classification, a description of the work, and the place of employment, the rate of pay and the hours of work. A copy of such notices shall be mailed or delivered to the Union.

C. All employees in the unit shall be given the chance to apply in writing to the Authority to fill the job opportunities provided by paragraph A and B above. A copy of each application and reason for selection or non-selection shall be mailed to the President of the Union. In selecting a candidate, skills and ability being reasonably equal, Authority seniority shall prevail.

D. An employee promoted to a higher rated job title shall be slotted in at the step increment of the new position, as listed in Addendum "A" attached hereto, which is the *next highest* in pay to his/her present salary rate. If not immediately at top rate, then such employee shall progress to the top in the rate in accordance with the next following step increments.

## **ARTICLE 21 - LAYOFF AND RECALL**

### **A. Layoff**

1. Layoff means the separation of an employee from his/her position for reason other than delinquency or misconduct on his/her part. The Authority may lay off employees for fiscal reasons and/or budgetary limitations.
2. Employee layoffs for bona fide reasons shall be on the basis of skill and ability as reasonably determined by the Authority. In no instance shall the full-time employees be laid off and part-time employees be retained. In all cases, the Authority shall provide written advance notice to employees to be laid off.

### **B. Recall**

1. Employees will be recalled to work based upon skill and ability as reasonably determined by the Authority. Notice of recall will be made in writing to the employee's home address of record. The employee must provide the Authority with any address change while waiting for recall. Recall of employees shall be done by certified mail.
2. The Authority will not hire new employees in the same classification while there are employees on the recall list qualified to perform the duties of the vacant position unless such employees on the recall list refuse to accept such employment. An employee recalled to a job classification with a lower salary rate than his/her previous job classification may refuse such position and remain eligible for recall. The recalled employee must report for reinstatement to his/her former or equate job classification or be considered to have abandoned his recall rights.

C. Employees who are recalled to work must notify the Authority within seventy-two (72) hours of receipt of the notification of recall indicating their intent to report to work.

## **ARTICLE 22 - HOURS OF WORK**

### **A. Hours of Work**

The parties agree that the normal hours of work for all full-time employees shall not exceed a maximum of forty (40) hours per week unless operational needs require otherwise

### **B. Work Schedules**

Work schedules showing the employees' shifts, work days and hours shall be posted prominently on all work section bulletin boards at all times. Except for emergency situations, changes in work schedules shall be posted one (1) week in advance.

### **C. Breaks**

Meal breaks shall consist of a thirty (30) minute break period to be taken midway through an employee's shift. Meal breaks are non-accumulative and cannot be used in lieu of late arrival to work or early departure from work. The scheduling of meal breaks will be at the discretion of the supervisor. Employees shall not be required to remain at a specific work location during a meal break period.

## **ARTICLE 23 - OVERTIME**

A. Employees required to work more than forty (40) hours shall be paid at the rate of time and one-half for additional hours worked.

B. As far as practicable, equalization of overtime will be followed, provided the individual employee has the suitable qualifications to perform the required tasks in an unsupervised manner. Payment of overtime shall be issued to the employee in the next succeeding payroll or in between payrolls on a supplement basis but shall not exceed fifteen (15) days.

C. Whenever practicable, overtime payment shall be included in the paycheck immediately following the overtime worked.

## **ARTICLE 24 - OUTSOURCING OF WORK**

The parties recognize that the Authority shall have the right to outsource security services through a Request for Proposal (RFP) or other appropriate bidding protocol. Should security services be outsourced, the Authority agrees to inform bidders of the existence of this labor contract and shall require the successful bidder assume the labor contract as a condition of being awarded the security services contract. In assuming this labor contract, the successful bidder is required to interview the Authority's existing security guards and present an offer of employment to those bargaining unit members that meet the bidder's hiring requirements and any applicable requirements imposed by the State of New Jersey. The Authority makes no representations as to whether any current security employee will be employed by the successful bidder. The parties agree that the Authority will have no liability to any security guard rejected for employment by the new company.



The parties agree that if no successful bidders are secured through two (2) rounds of RFP/bids, the Authority shall have the discretion to outsource its security services without requiring that the successful bidder assume this labor contract. However, the parties agree that should the Authority outsource its security services, it will engage in effects bargaining with the Union concerning the bargaining unit members displaced as a result of any outsourcing. Should the Authority outsource its security services, it agrees to outsource such work to a company that will provide appropriate SORA training at their expense.

#### **ARTICLE 25 - SAFETY AND HEALTH**

A. The Authority will, at all times, maintain safe and healthful working conditions for its employees.

B. In consideration that safety and well being of all the employees and the public is the responsibility of the Authority, it is recognized that the Authority's right to set the direction and regulations of its workforce as it deems necessary. Furthermore, the Authority shall have the right to enforce all safety rules and regulations as dictated by any governmental agency with jurisdiction over the matter including and not limited to OSHA regulations.

C. All employees shall be subject to the rules and regulations as dictated by the Authority in paragraph B and an employee's failure to comply with or follow any rule and/or regulation shall be considered a violation of this agreement and shall result in disciplinary action under the terms of this Agreement.

#### **ARTICLE 26 - TERMS OF AGREEMENT**

A. The term and effects of this Agreement shall be in force commencing May 1, 2008 and shall remain in effect and full force through April 30, 2011. It shall be automatically renewed from year to year thereafter unless either party shall give written notice sixty (60) days prior to the expiration date of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during this period of negotiations and until notice of termination of this Agreement is provided to the other party in the following manner.

B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

C. The Authority and the Union acknowledge this to be their complete Agreement except those issues specifically reserved herein for continued negotiations. In that event, the parties agree to negotiation in good faith on all matters presented for negotiations. Should an impasse develop, the procedures available under the law shall be utilized in an effort to resolve such impasse.

#### **ARTICLE 27 - EFFECT OF LAW**

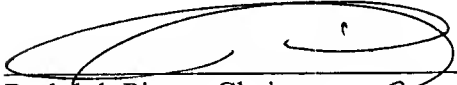
If any provision of this Agreement shall conflict with any Federal or State law or Housing and Urban Development (HUD) Agreement or regulation or have the effect of

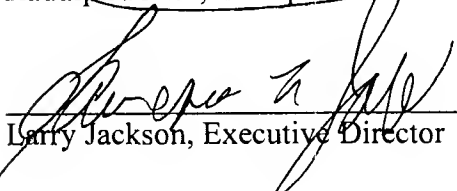
eliminating or making the Authority ineligible for HUD funding, that specific provision of this Agreement shall be deemed amended or nullified to conform with the law. The other provisions of the Agreement shall not be affected hereby and shall continue in full force and effect. Upon request of either party, the Authority and the Union agree to meet and re-negotiate any provisions so affected.

#### ARTICLE 28 – IN WITNESS WHEREOF

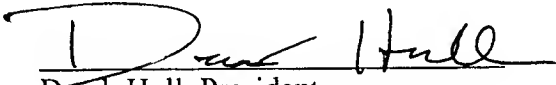
In WITNESS WHEREOF, the parties hereto have signed and executed this and three (3) copies on this 7<sup>th</sup> day of August, 2008.

HOUSING AUTHORITY OF THE  
CITY OF ASBURY PARK

  
Rudolph Pierre, Chairperson

  
Larry Jackson, Executive Director

IAIW, LOCAL 1

  
Derek Hull, President